

REQUEST FOR PROPOSALS

Issue Date: March 24, 2006

RFP # 163-06-05

Title: **Virginia Public Guardian & Conservator Program**

Issuing Agency: Commonwealth of Virginia
Department for the Aging
1610 Forest Avenue, Suite 100
Richmond, Virginia 23229-5009

Period of Contract: From July 1, 2006 through June 30, 2007.

Sealed proposals will be received until 4:00 p.m., EDT May 5, 2006 for furnishing the services described herein. Proposals received after the deadline will not be considered.

PROPOSALS SHOULD BE MAILED OR HAND DELIVERED. MAIL OR DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. FACSIMILE (FAX) TRANSMISSIONS WILL NOT BE ACCEPTED.

All inquiries for information should be directed to: Ms. Janet Dingle Brown, Guardianship Coordinator and Legal Services Developer, telephone: (804) 662-7049.

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon through subsequent negotiation.

Name and Address of Offeror:

_____ Date: _____

_____ By: _____
(Authorized Official – Sign in blue ink)

_____ Name: _____
(Please type or print)

_____ Zip code _____ Title: _____

FIN No.: _____ Phone: _____

E-mail: _____ Fax: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4341.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age disability, or any other basis prohibited by state law relating to discrimination in employment.

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VIRGINIA PUBLIC GUARDIAN & CONSERVATOR PROGRAM

Request for Proposals

1.0 PURPOSE

This Request for Proposals (RFP) is being issued by the Virginia Department for the Aging (State Agency) to solicit proposals from agencies and organizations throughout Virginia to develop and/or operate Local Virginia Public Guardian & Conservator Programs (LG). The State Agency anticipates making twelve (12) to fourteen (14) awards. The amount to be awarded for a twelve (12) month period from July 1, 2006 through June 30, 2007 is Nine Hundred Eighteen Thousand (\$918,000.00) Dollars. Existing LG Programs will receive evaluation points. Funds awarded must be expended during the award time period. There is no opportunity to carry funds over from one time period to the next.

The State Agency has the option to renew the contract period in one-year increments if funds are available and performance is acceptable.

Eligible entities pursuant to §§2.2-712.B.2 of the *Code of Virginia* include local or regional public or private entities.

The Commonwealth seeks to identify cost-effective methods to provide public guardian and conservator services in those situations where:

- a person is an individual who is eighteen (18) years of age or older;
- a person is indigent.
- a person is incapacitated; and
- there is no family or friend suitable to act as guardian.

2.0 BACKGROUND

In 1993, the Virginia Guardianship Association approached the General Assembly with specific concerns about the role of the sheriff as the guardian of last resort and the lack of available guardians to serve indigent incapacitated persons. As a result, in 1995 the General Assembly authorized start-up funding to be funneled through the Virginia Department for the Aging to examine models of providing guardianship services that could replace the sheriff as the guardian of last resort. Changes to Virginia's guardianship laws were also made.

In lieu of the sheriff as the guardian of last resort, the Commonwealth sought alternative programs for assuring that a qualified guardian or conservator would

be available to all persons adjudicated to be incapacitated, indigent and had no other willing or suitable person to care for them.

Under the current system of guardianship, Circuit Courts appoint a specific individual to serve as the incapacitated person's guardian or conservator. However, in the public guardianship process operated by local or regional agencies, the LG program will be appointed guardian. Therefore, a LG program must have a collaborative relationship with local Circuit Courts, the County or City Attorneys and the Commissioners of Accounts so there is agreement and understanding that the local or regional program can be appointed as guardian under §§37.2-1000; 37.2-1010; or 37.2-1015 of the *Code of Virginia*.

- 2.1 Alternatives to Guardianship:** Guardianship is a last resort when there is no other alternative available. Alternatives to guardianship include family members or caregivers willing and able to assist the person, Power of Attorney, Advance Medical Directives, Representative Payee and/or Trust agreements.
- 2.2 Policy Statement:** The General Assembly declares that it is the policy of the Commonwealth to ensure that persons who cannot adequately care for themselves because of incapacity are able to meet essential requirements for physical and emotional health and management of financial resources with the assistance of a guardian or conservator, as appropriate. See *Code of Virginia* §2.2-711.
- 2.3 Guardianship Philosophy:** The Commonwealth seeks to provide the least restrictive mode of service for an incapacitated person to ensure that persons who cannot adequately care for themselves because of incapacity are able to meet essential requirements for physical and emotional health and management of financial resources with the assistance of a guardian or conservator, as appropriate, in circumstances where (i) the incapacitated person's financial resources are insufficient to fully compensate a private guardian or conservator and pay court costs and fees associated with the appointment proceeding and (ii) there is no other proper and suitable person willing and able to serve in such capacity.
- 2.4 Current LG Programs:** The General Assembly has established and funded a guardianship program to be administered by the State Agency. The State Agency currently contracts with twelve (12) local guardianship programs that receive funds through the General Assembly. These programs, as well as new organizations and agencies, are encouraged to respond to this RFP. The Commonwealth is seeking to assure through

local organizations and agencies that a qualified guardian or conservator is available to all persons through local and regional LG programs.

3.0 STATEMENT OF NEEDS

While there is sufficient flexibility to design a program responsive to local needs, the funded proposals will need to demonstrate an understanding of guardianship and of the general philosophy described herein. The funded proposals will be required to meet certain specifications described in this and succeeding sections.

An adult guardianship is a relationship created by law where a court appoints a guardian or conservator who has the legal authority and power to make personal and/or property decisions for another (the incapacitated person).

Guardianship is a serious step and should be used only where there are no available alternatives. Guardianship deprives the incapacitated person of fundamental rights, is expensive, and is emotionally wrenching for all involved. All guardianships will be limited and tailored to the needs of each incapacitated person.

Adults in need of guardianship services are vulnerable persons who lack the capacity to make decisions and who are at risk of harm. Any program that provides guardianship or conservatorship for these individuals must be concerned about the quality and integrity of the people it employs. The staff that acts in the role of guardian or conservator is in a unique position to have a significant amount of influence over the life of the incapacitated person. These staff persons must not only be scrupulously honest and have the knowledge, skills, and experience needed to work with incapacitated individuals, but they must also be committed to helping the incapacitated person make as many decisions as possible. Recruiting, training, and supervising staff are critical components of an LG program that provides guardianship and/or conservatorship services. The ongoing monitoring of the staff is another important component of such a program. Incapacitated persons may experience problems at any hour of the day and night, particularly on the weekends and on holidays. A LG program must have some procedure for making staff available to assist clients whenever a crisis occurs.

3.1 PROGRAM DIRECTOR: A LG program must have a Program Director who is a full time employee of the local LG agency and who supervises and is responsible for providing guardianship services to any incapacitated persons assigned by the court and provides overall administration for the

local program. A Program Director may have duties other than working with guardianship.

The Program Director must have experience as a service provider or administrator in one or more of the following areas: social work, case management, mental health, or nursing.

The Program Director must also have a basic knowledge of Virginia's guardianship laws, alternatives to guardianship, and surrogate decision-making activities.

The Program Director must have excellent oral and written communication skills, assessment skills, and administrative skills.

The Program Director shall attend the annual conference sponsored by the Virginia Guardianship Association, and all training and activities specified by the State Agency.

3.2 PERSONNEL STANDARDS: Each person, volunteer or paid staff, who is working in the local LG program will:

3.2.1 Complete an orientation program concerning guardian and conservator duties to include training and proficiency in the following subjects:

- Ethics and standards of conduct;
- Privacy and confidentiality requirements;

3.2.2 Receive training and maintain appropriate record keeping, which will include:

- Training to use the Virginia Uniform Assessment Instrument (UAI) and the current manual for the UAI. The UAI and manual are available on the State Agency's website at www.vda.virginia.gov;
- Services provided and standards for provided services; and
- A historical and factual review about the needs of the elderly and disabled and the special needs of individuals with mental illness and/or mental retardation;

3.2.3 Have a satisfactory work and personal record and be a person of good character which means knowledgeable and objective people agree that the individual (i) maintains business, professional, family, and community relationships which are characterized by honesty,

fairness, and truthfulness, (ii) demonstrates a concern for the well-being of others to the extent that the individual is considered suitable to be entrusted with the care, guidance, and protection of an incapacitated person; and (iii) who has not been convicted of any criminal offense involving any physical attack or abuse of a person, lying, cheating, or stealing nor convicted of any felony. Relatives by blood or marriage and people who are not knowledgeable of the individual, such as recent acquaintances, shall not be considered objective references;

3.2.4 Be free of contraband drug use as confirmed by a drug screen conducted prior to the assumption of any guardian duties; and a criminal records check on each person hired on or after July 1, 2006; and

3.2.5 Have experience in aging and/or disabilities with a basic knowledge of Virginia's guardianship laws, alternatives to guardianship, and surrogate decision-making activities.

3.3 VOLUNTEERS: Volunteers may be recruited and used in the local guardianship program to supplement the program staff.

Volunteers may be used to provide transportation, to accompany the incapacitated person to medical or other appointments, to assist with shopping, or to assist with personal care needs.

Volunteers may also be used to encourage and assist the incapacitated person to reach full potential and provide input into the needs assessment and care plan.

Volunteers may provide assistance with money management activities such as bill paying. Volunteers may not handle the incapacitated person's overall finances, nor have primary or overall responsibility for the guardian's decision making.

Local programs using volunteers must develop appropriate application forms, forms to check references and other forms as may be needed to properly screen, supervise, and monitor the work of the volunteers.

3.4 FINANCIAL ACCOUNTABILITY AND REPORTING: In addition to training and supervision, a LG program must have a mechanism in place to monitor the incapacitated person's financial status. Although most clients will have little personal wealth, some may have moderate assets or

benefits which must be carefully invested, expended, or otherwise protected from abuse. A LG program must have a system of policies and procedures in place that maintain and safeguard individual client accounts. The system must include mechanisms for, if appropriate, the disbursement of monthly or weekly “allowances” to clients.

A program must also have the necessary staff and fiscal policies and mechanisms in place to draw down, disburse, and account for state grant funds in accordance with the requirements specified in the General and Special Terms & Conditions. A program is required to be bonded and insured (including both paid staff and volunteers) against losses related to managing the client’s money and property.

A LG program must have a process for preparing and submitting all required reports. The LG program may be required to provide annual reports to the Commissioner of Accounts. Additionally, the LG is required to report annually to the local Department of Social Services and provide details about the incapacitated person’s financial/property situation and their quality of life. See *Code of Virginia* §37.2-1012.

An accurate and complete record shall be maintained for each incapacitated person or client. The client’s record shall contain:

- 3.4.1** A full Virginia Uniform Assessment Instrument (UAI) for each incapacitated person;
- 3.4.2** Other records as may be necessary or proper to perform guardianship services including, but not limited to, a needs assessment, care plan, decisional reports, accounting reports, values history survey, all applicable court orders and petitions, advance directive, DNR orders, living will, will and any other relevant estate papers;
- 3.4.3** The incapacitated person’s family, friends or others should be consulted, consistent with laws protecting confidentiality, to develop the care plan;
- 3.4.4** The client's record will describe when, where, how and what assistance will be provided; identify areas where the incapacitated person has adequate capabilities to function without the assistance of the guardian or conservator; identify objectives and expected outcomes; evaluate the effectiveness of the guardianship

performance; and identify the cost of services and items provided for the incapacitated person;

- 3.4.5** The guardian or conservator will document the incapacitated person's values and desires and may interview the incapacitated person's family members, friends, service providers and others;
- 3.4.6** Records shall be kept confidential. Access to the records is limited to the person's legal representative; as directed by court order; as directed by duly authorized government authorities or as specifically authorized by the *Code of Virginia* or federal statutes and those who are working with the incapacitated person and who have a need for information;
- 3.4.7** Copies shall be released only with the written consent of the person's legal representative; as directed by court order; or as directed by duly authorized government authorities or others as specifically authorized by the *Code of Virginia* or federal statutes;
- 3.4.8** The incapacitated person's permanent records may be removed only in accordance with a court order, subpoena, or statute;
- 3.4.9** Provisions shall be made for the safe storage of records or accurate and legible reproductions for a minimum of five years following termination of the guardianship of the person; and
- 3.4.10** All documents must be completed and on file within 60 days of the local program being appointed as the incapacitated person's guardian or conservator.

- 3.5 COMMUNITY COLLABORATION AND ONGOING VIABILITY:** Providing guardianship service is a complex endeavor that requires the cooperation and collaboration of a variety of community agencies and organizations. Rural communities, in particular, must pool their resources, and the collective resources of the area's public and private-sector agencies (including civic groups, churches, and fraternal organizations), if they are to successfully meet the needs of persons who require guardianship services but have no friends, family, or others to act as their guardians. A LG program must have well developed collaborative relationships and an integrated procedure for working with all community organizations. A LG program must also include a community education component that provides information to citizens, attorneys, law enforcement officers, health care providers, and social workers about guardianship and

conservatorship as well as other less restrictive alternatives to guardianship including protective payee services, durable powers of attorney, and advance medical directives.

- 3.6 RELATIONSHIP WITH CIRCUIT COURT, CITY AND COUNTY ATTORNEYS AND THE COMMISSIONER OF ACCOUNTS:** Under the current system of guardianship, most courts appoint a specific individual to serve as the incapacitated person's guardian or conservator. If this individual becomes unable or unqualified to handle the guardian duties, then a new individual must be appointed as the guardian or conservator. In the guardianship process to be operated by the local agency, the LG program agency will be the appointed guardian. A LG program, therefore, must have a collaborative relationship with the local Circuit Courts, and the Commissioner of Accounts so there is agreement and understanding that the local or regional program can be appointed as guardian under §§37.2-1000; 37.2-1010; or 37.2-1015 of the *Code of Virginia*.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 GENERAL REQUIREMENTS

- 4.1.1 RFP Response:** In order to be considered for selection, the Offeror must submit a complete response to the RFP. One original and six (6) copies of each proposal must be submitted to the State Agency by the due date. The Offeror shall make no other distribution of the proposal.
- 4.1.2 Proposal Preparation:** An authorized representative of the Offeror shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected. **Only one proposal will be accepted from each Offeror.** If an Offeror proposes more than one alternative within the proposal, the entire proposal will be rejected for lack of specificity.

Proposals should be typed/printed on 8 1/2" x 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.

Proposals should be organized in the order in which the requirements are presented in Section 4.2 below of this RFP.

Each paragraph/section in the proposal should reference the paragraph number or the corresponding section of the RFP and repeat the title of the requirement as it appears in Section 4.2 below. The proposal should contain a table of contents that also corresponds to the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where each of the RFP requirements is specifically addressed.

Each copy of the proposal must be contained in a single unbound volume where practical. All documentation submitted with the proposal must be contained in that single volume.

Modification of or additions to the General Terms and Conditions and the Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

- 4.1.3 Identification of Proposal Envelope:** The signed original proposal and six (6) copies must be delivered to the Virginia Department for the Aging in a sealed envelope or package. In addition to the mailing address of the Department, the envelope should include the following information:

Response to: Virginia Public Guardian & Conservator Program
RFP # 163-06-05

From: _____
Name of Offeror

Street or Box Number

City, State, Zip Code

The envelope must be addressed to the Virginia Department for the Aging as directed on the RFP Cover Sheet. Proposals may be

mailed or hand delivered. No other correspondence or other proposals should be placed in the envelope. **Facsimile (FAX) transmissions will not be accepted.**

Sealed proposals will be received until: May 5, 2006, 4:00 PM, EDT.

- 4.1.4 Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

4.2 SPECIFIC PROPOSAL REQUIREMENTS

This section is extremely important. Proposals should be thorough and concise, but with sufficient detail to allow the State Agency to properly evaluate the Offeror's capabilities to provide the proposed services. All Offerors are required to submit the following items and information as part of a complete proposal.

- 4.2.1 Cover Sheet:** Return the RFP cover sheet, signed and completed as required. Failure to submit a proposal with the official cover sheet may be a cause for rejecting the proposal.
- 4.2.2 Nature of Project:** The Offeror must clearly and concisely describe the project. Do not exceed seventy-five (75) words. Do not underestimate the importance of this summary. This brief description will appear on a summary evaluation committee report that is forwarded for **approval**. **The ideal summary will start with the name of the agency, type of organization, amount of funds requested, and geographic area to be served. In the remaining sentence or two state the measurable goal(s) you want to accomplish with the funds.**
- 4.2.3 Plan for Providing LG Program Services:** Provide a detailed description of how you will provide LG Program Services, including the bulleted items below:
- Statement of the mission, goals, and objectives.
 - A description of the legal status and management structure of the organization. Management structure will include identifying senior management, members of the board of directors or members of the organization's governing body and if applicable,

the identity of anyone with a significant ownership interest in the organization.

- A certification that the organization will not provide direct services to any incapacitated person who will be served in public guardianship that would be an organizational conflict of interest.
- Description of how guardianship services will be provided including the coordination and planning with the facility where the incapacitated person is an inpatient, if applicable, to develop the discharge and care plan for the patient to be established with community based care and support or in the least restrictive appropriate placement.
- **Projected number of individuals served:**
 - **Projected number of court appointed clients (wards); and**
 - **Projected number of guardian client workups.**
- Description of collaborative relationships formed within the community.
- Letter of Commitment from the Circuit Court (s) in the jurisdictions to be served to participate in the LG program.
- Probable effectiveness to provide guardian and conservator services to a person:
 - Who is a person, eighteen (18) years or older,
 - Who is indigent;
 - Who is incapacitated; and
 - For whom there is no suitable person available to act as guardian.

4.2.3.1 The geographic areas that will be served or in which guardianship services will be provided. The objective is to have as broad a geographic coverage as possible.

4.2.3.2 Strength and quality of collaborative relationships formed in community.

4.2.3.3 The minimum and maximum number of incapacitated persons to be served. Depending on program population, the State Agency may limit the number of incapacitated person to be served to be less than the maximum specified number and to reallocate program funds to those programs with the greatest number of incapacitated persons.

4.2.4 Plan for Staffing:

- Proposed plan for staffing (numbers and type of staff) to meet program goals. The maximum staff to client ratio allowed is 1:20.
- Staff qualifications including knowledge, skills, and experience of key staff (resumes included as appropriate or proposed job description to be used for hiring purposes).
- Plans for recruiting, training, and supervising staff.
- Plans and process for ongoing monitoring of staff services and staff development and training.
- Plans and process for emergency services.

4.2.5 Financial Accountability and Reporting:

- Plans and process to manage incapacitated persons' funds including procedures and mechanisms for accountability.
- Plans and process to account for services by quantity, type, and cost that are provided to each client.
- Plans and process to bill clients and collect fees.
- Plans and process to maintain an accurate and complete record for each incapacitated person or client which will contain the information necessary to properly perform guardianship services and process to accumulate information to prepare and accurately report the information required to be included in the required monthly reports.

4.2.6 Timeline: The proposal must contain a Timeline for the development and implementation of the proposed LG program. The Timeline should show a realistic progression from planning and development to program implementation. It is expected that it should take six (6) months or less for new or expanding projects to begin providing services.

- **Include a projected schedule identifying the number of court appointed clients (wards) and guardian client workups served or performed each month.**

4.2.7 Budget: Provide a proposed Budget and Budget Narrative for the contract period. Offerors must follow the Budget Outline included in Section 8.0. Offerors must provide a concise Budget Narrative that describes and justifies, on a line item basis, how funds will be used.

5.0 PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT

Proposals will be evaluated by a committee selected by the State Agency. The committee may include members of social service, community, academic or human service organizations. The Evaluation Committee will submit recommendations for funding to the State Agency. The State Agency reserves the right to award grant funds in such a manner as to assure the geographic dispersion of projects across the Commonwealth, right of final approval, and right to reject any and all proposals. Except as provided in Section 5.2 below, this procurement shall be governed in all respects by the provisions of Chapter 43 of the *Code of Virginia* (The Virginia Public Procurement Act).

5.1 EVALUATION CRITERIA: Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criterion indicate the type of factors to be considered, but are not necessarily exclusive. Evaluations will be made and points awarded based solely on the information contained in the proposal.

Criteria

Points

1. Plan for Providing LG Program Services - 30 points

A detailed description to provide LG Program Services. All of the bulleted items below must be answered:

- Statement of the mission, goals, and objectives.
- A description of the legal status and management structure of the organization. Management structure will include identifying senior management, members of the board of directors or members of the organization's governing body and if applicable, the identity of anyone with a significant ownership interest in the organization.
- Certification that the organization will not provide direct services to any incapacitated person who will be served in public guardianship that would be an organizational conflict of interest.
- **Projected number of individuals served:**
 - **Projected number of court appointed clients (wards); and**
 - **Projected number of guardian client workups.**
- Description of how guardianship services will be provided including the coordination and planning with the facility where the incapacitated person is an inpatient, if applicable, to develop the discharge and care plan for the patient to be established with community based care and support or in the least restrictive appropriate placement.

- Description of collaborative relationships formed within the community.
- Letter of Commitment from the Circuit Court(s) in the jurisdictions to be served to participate in the LG program.
- Probable effectiveness to provide guardian and conservator services to a person:
 - Who is eighteen (18) years or older;
 - Who is indigent;
 - Who is incapacitated; and
 - For whom there is no suitable person available to act as guardian.
- The geographic areas that will be served or in which guardianship services will be provided. The objective is to have as broad a geographic coverage as possible and to permit inpatient discharge to the community, if applicable, chosen by the patient that has the services best suited for the needs of the patient.
- Strength and quality of collaborative relationships formed in community.
- The minimum and maximum number of incapacitated persons to be served. Depending on program population, the State Agency may limit the number incapacitated person to be served to be less than the maximum specified number and to reallocate program funds to those programs with the greatest number of incapacitated persons.

2. Staffing -

20 points

Proposed plan for staffing (numbers and type of staff) to meet program goals. The maximum staff to client ratio allowed is 1:20.

- Staff qualifications including knowledge, skills, and experience of key staff (resumes included as appropriate or proposed job description to be used for hiring purposes).
- Plans for recruiting, training, and supervising staff.
- Plans and process for ongoing monitoring of staff services and staff development and training.
- Plans and process for emergency services.

3. Financial Accountability and Reporting -

15 points

- Plans and process to manage incapacitated persons' funds including procedures and mechanisms for accountability.
- Plans and process to account for services by quantity, type and cost that are provided to each client.
- Plans and process to bill clients and collect fees.

- Plans and process to maintain an accurate and complete record for each incapacitated person or client which will contain the information necessary to properly perform guardianship services and process to accumulate information to prepare and accurately report the information required to be included in the required monthly reports.

4. Timeline -**10 points**

The proposal must contain a Timeline for the development and implementation of the proposed LG program. The Timeline should show a realistic progression from planning and development to program implementation. It is expected that it should only take between three (3) and six (6) months for the project to begin providing services.

- **Include a projected schedule identifying the number of court appointed clients (wards) and guardian client workups served or performed each month.**

5. Budget -**10 points**

- Provide a proposed Budget and Budget Narrative for the contract period.
- Offerors must follow the Budget Outline included in Section 8.0.
- Offerors must provide a concise Budget Narrative that describes and justifies, on a line item basis, how funds will be used.
- Overall reasonableness of the Budget and Budget Narrative.
- Effective use of funds.

6. Existing Virginia Public Guardian & Conservator Program -**15 points****Total****100 points**

- 5.2 AWARD OF CONTRACT:** Selection shall be made from two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the State Agency shall select such Offerors who, in its opinion, have made the best proposals, and shall award contract to Offerors within the constraints of the budget. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award

and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, §2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that two or fewer Offerors are fully qualified, or that some Offerors are clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to those Offerors. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

6.0 GENERAL TERMS AND CONDITIONS

- 6.1 VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- 6.2 APPLICABLE LAWS AND COURTS:** This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The State Agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 6.3 ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and §2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as

other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E).

In every contract over Ten Thousand (\$10,000.00) Dollars the provisions of 6.3.1 and 6.3.2 below apply:

6.3.1 During the performance of this Contract, the Contractor agrees as follows:

6.3.1.1 The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6.3.1.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

6.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

6.3.2 The Contractor will include the provisions of 6.3.1 above in every subcontract or purchase order over Ten Thousand (\$10,000.00) Dollars, and such provisions will be binding upon each subcontractor or vendor.

6.4 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with

their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 6.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 6.6 DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 6.7 ANTITRUST:** By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- 6.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for this purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 6.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.
- 6.10 PAYMENT TO SUBCONTRACTORS:** A Contractor awarded a Contract under this solicitation is hereby obligated:

6.10.1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract or to notify the State Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

6.10.2 To pay the subcontractor(s) interest at the rate of one (1%) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 6.10.1 above. The date of mailing of any payment by U.S. Mail postage paid is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

6.11 PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.12 QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the Contract and to provide the services contemplated therein.

- 6.13 TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.
- 6.14 ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 6.15 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over Fifty Thousand (\$50,000) Dollars, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of ten (10) days.
- 6.16 DEFAULT:** In case of failure to deliver services in accordance with the Contract terms and conditions, the Commonwealth, after due verbal or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have.
- 6.17 DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensing, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over Ten Thousand (\$10,000.00) Dollars, and such provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensing, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 6.18 NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.0 SPECIAL TERMS AND CONDITIONS

- 7.1 AMENDMENT OF CONTRACT:** The Contractor shall submit to the State Agency for prior approval all requests for and reasonable documentation of necessary changes, additions or deletions in the Contract. The Contractor shall submit a written contract amendment request, subject to approval by the State Agency and signed by both parties, if it intends to change the scope of a service, change the arrangements by which a service is delivered, or make any other substantive change in service deliver or expenditure of funds awarded under this Contract.

The State Agency may, from time to time, require changes in the scope of work to be performed or the period of performance by the Contractor through this Contract. Such changes, including any increase or decrease in the amount of funds available for the Contractor, shall be incorporated in written amendments to this Contract according to the procedures established by the State Agency. The State Agency shall also make other required changes; therefore, the Contractor agrees that:

- 7.1.1** Any alterations, additions or deletions of this Contract that are required by changes in federal or state statutes, regulations executive orders and directives are automatically incorporated on the date designated by statute, regulation or directive;
- 7.1.2** The State Agency shall have the right to make unilateral contract amendments to conform to federal or state statutes, regulations, directives, executive orders and availability of funds;

7.1.3 The Contractor shall notify the State Agency within five (5) working days of inability to conform to a unilateral amendment.

7.2 AUDIT: If the Contractor shall submit to the State Agency either an audit or an agency-wide financial review no later than December 15th of the reporting year. If the Contractor receives federal funds that meet or exceed the requirements of OMB Circular A-133, Audits for State, Local Governments and Non-Profit Organizations, the Contractor shall ensure that an agency-wide audit is conducted at the close of each fiscal year in accordance with OMB Circular A-133. If the Contractor receives federal funds less than the requirements of OMB Circular A-133 or if the Contractor's fiscal year does not coincide with the federal fiscal year, the Contractor shall submit an agency-wide financial review at the close of each federal fiscal year prepared by an independent Certified Public Accountant.

The audit or review report shall also comply with OMB Circular A-87, Cost Principles for State and Local Governments or OMB Circular A-122, Cost Principles for Nonprofit Organizations.

A justifiable extension for audit submission shall be granted for no more than thirty (30) days. Submission of an audit or review report beyond a granted thirty (30) day extension or an audit or review report that does not meet specific state and federal requirements may result in withholding of payments until the audit or review report is received and found to be consistent with all requirements.

7.3 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the State Agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

7.4 BONDING AND INSURANCE: In administering any resulting Contract, the Contractor shall observe its regular requirements and sound management practices with respect to bonding and insurance and, likewise, shall comply with related federal, state and local statutory and regulatory requirements.

7.5 CANCELLATION OF CONTRACT: The State Agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon thirty (30) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the

obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

In the event of cancellation and termination, the Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Contract as determined by the State Agency. The Contractor, however, shall return all unspent funds to the State Agency, as instructed by the State Agency.

7.6 CONFIDENTIALITY: The Contractor shall ensure that no information about, or obtained from, an individual by an agency providing services to that individual under any resulting Contract shall be disclosed in a form that identifies the individual without the written consent of such individual or his/her legal representative, unless the disclosure is required by court order or by state or federal laws applicable to the services provided under this Contract.

7.7 CONFLICT OF INTEREST: If the Contractor is a unit of a local governing body or a group of such bodies in a joint exercise of powers, the provisions of the Virginia State and Local Government Conflict of Interests Act, *Code of Virginia*, §§2.2-3100 through 2.2-3106, shall apply.

If the Contractor is not such a body subject to the Virginia State and Local Government Conflict of Interests Act, the restrictions specified below shall apply. The specified restrictions, however, shall not be interpreted to prohibit members of City Councils or County Boards of Supervisors from being selected officially to represent their governments as members of the governing board, or Board of Directors of the Contractor.

In cases where hardship or disruption of services to the clients would result from strict application of said restrictions, exceptions may be granted by the State Agency only in the form of written amendments to any resulting contract, sufficient written justification having been submitted by the Contractor to the State Agency.

Unless specifically exempted no officer or member of the governing board or Board of Directors or employee of the Contractor shall:

7.7.1 Be a subcontractor, grantee, or subgrantee of the Contractor other than in his contract of employment, or be an employee, officer, or board member of a subcontractor, grantee, or subgrantee of the Contractor. The fact any such subcontract, grant, or subgrant is

awarded after competitive bidding or by negotiation shall be irrelevant; or

7.7.2 Have a material financial interest in a subcontract, grant or subgrant of the Contractor, other than his contract of employment. "Material financial interest" shall include a personal and pecuniary interest accruing to the officer or member of the Contractor's governing board or Board of Directors, or employee, to his spouse or to any other person who resides in the same household. For purposes of this Contract, the ownership of an interest of three (3%) percent or more in a firm, partnership or other business, or aggregate annual income, exclusive of dividend income and interest income, of Ten Thousand (\$10,000.00) Dollars or more, from a firm, partnership or other business shall be deemed to be a material financial interest in such firm, partnership or other business; or

7.7.3 Be a purchaser of any sale made by the Contractor; or

7.7.4 Solicit or accept money or any other thing of value, except compensation, expenses, or other remuneration paid directly to him or approved for him by the Contractor for services performed within the scope of his official duties.

7.8 COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency or other organization has been employed to solicit or secure any resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State Agency shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek other remedies as legally may be available.

7.9 EXPENDITURE OF FUNDS: The Contractor shall not cause actual or potential annual expenditures to a particular state fund source to exceed the amount obligated from that source or cause misallocation of expenditures among fund sources for Contract activities.

The Contractor shall assure that all costs supporting activities funded by the Contract shall be allowable, reasonable and necessary in accordance with OMB Circular A-87 Cost Principles for State, Local and Indian Tribal

Governments or OMB Circular A-122, Cost Principles for Non-Profit Organizations.

Contract funds may be used to supplement, but not supplant, current local Contract program activities. The Contractor must maintain its current level of effort, if any, in local Contract program activities.

The State Agency shall monitor Contract expenditures at least quarterly. If the Contractor's expenditures fall more than ten (10%) percent below the proportionate year-to-date Contract amount, without reasonable cause, either for three (3) months or more or at any time after the sixth (6th) month of the program year, the State Agency may request that the Contractor deobligate unspent funds for redistribution by the State Agency. The State Agency, however, reserves the right to deobligate unilaterally all or part of such unspent funds, if necessary.

The Contractor shall return any unspent monies to the State Agency, as instructed by the State Agency at the end of the Contract period.

- 7.10 INDEMNIFICATION:** The Contractor, except to the extent that the Contractor and any of its subcontractors enjoy sovereign immunity as agencies of a local governing body, agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from work performed under this Contract. No person performing work pursuant to any resulting contract shall be deemed an employee of the Commonwealth. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia.
- 7.11 INTERNET AND E-MAIL CAPABILITIES:** The Contractor shall maintain capabilities to send and receive information through electronic mail (e-mail) over the Internet and shall provide the State Agency with the address under any resulting Contract. The Contractor shall notify the State Agency of any changes within fourteen (14) days. The Contractor will notify the State Agency by submitting a new Contractor Information Form.
- 7.12 LICENSURE/CERTIFICATION REQUIREMENTS:** The Contractor shall assure that where state or local public jurisdictions require licensure or certification for the provision of services, agencies or individuals providing such services under any resulting Contract shall be licensed/certified in good standing.

7.13 MANDATED REPORTERS: Employees of the Contractor are mandated reporters under any resulting Contract to matters giving reason to suspect the abuse, neglect or exploitation of adults under the adult protective services, Section 63.2-1603 et seq. of the *Code of Virginia*. As an employer of mandated reporters, the Contractor shall not prohibit an employee from reporting directly to the local Department of Social Services or to the adult protective services hotline. The Contractor shall notify employees upon hiring of the requirement to report.

7.14 MONITORING AND EVALUATION: The State Agency reserves the right to monitor all administrative, programmatic, and financial activities related to any resulting Contract to ensure compliance with the terms of the Contract. Such monitoring may be accomplished through ongoing review of data submitted to the State Agency by the Contractor and through periodic onsite review of the Contractor's records and interviews with administrative/financial/program staff and service recipients. Records and staff shall be available for monitoring during business hours to authorized representatives of the State Agency or the Commonwealth of Virginia.

7.15 OBLIGATION OF FUNDS: For support of work described in any resulting Contract, subject to availability of funds, the State Agency obligates funds as specified in the Summary of Obligations, included herein as part of the Contract.

Transfers of ten (10%) percent or more into or from any category within the budget must be approved in advance by the State Agency. The Contractor shall submit requests for approval of such transfers in writing. Transfers of ten (10%) percent or more into or from any category within the budget are not allowed in the last thirty (30) days of the Contract period.

7.16 OWNERSHIP OF INTELLECTUAL PROPERTY: The Contractor is prohibited from copyrighting any documents, reports, forms, databases, programs, or other materials created in the course of performing any resulting Contract, and from obtaining any patent on these or any invention or other discovery resulting from its performance under the terms and conditions of the Contract.

The Commonwealth of Virginia shall retain all rights, title and interest in any and all intellectual property generated, created, or developed as a result of any resulting Contract.

- 7.17 PERSONNEL CHANGES:** The Contractor shall notify the State Agency of changes in program name, key personnel, addresses, telephone numbers, e-mail addresses, web site URLs and other significant administrative changes within fourteen (14) days of the change. The Contractor will notify the State Agency by submitting a new Contractor Information Form.
- 7.18 PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under any resulting Contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.
- 7.19 PROCUREMENT:** If not subject by statute to the Virginia Public Procurement Act, §§2.2-4300 through 2.2-4377 of the *Code of Virginia*, the Contractor shall have written policies and procedures that are consistent with, or exceed, the requirements of said Act for public bidding or offering. The Contractor shall purchase goods and services with funds awarded under this Contract according to the applicable requirements.
- 7.20 PROGRAM CLOSEOUT:** The Contractor shall ensure that an orderly and prompt closeout of the Contract is completed in accordance with instructions issued by the State Agency.
- 7.21 PUBLIC INFORMATION:** The Contractor shall provide for a continuing program of public information specifically designed to assure that information about the programs and activities carried out under any resulting Contract are effectively and appropriately promulgated throughout the specified service area.
- The Contractor shall make available, at reasonable times and places in the offices of the Contractor, the Contract, all periodic reports and all policies governing the administration of programs and activities performed for the Contract for review upon request by interested persons and representatives of the media.
- 7.22 RECORDS AND REPORTS:** The Contractor shall keep records and make reports containing information in the form required by the State Agency. The Contractor shall maintain accounts and documents that shall permit prompt determination of the status of funds and the level of

services provided under any resulting Contract, including the disposition of all monies received from the State Agency and the nature and amount of all charges claimed against such funds. The Contractor shall maintain auditable records that clearly document the amount of staff time spent on the Contract activities and tasks.

All fiscal reports are to be prepared on a modified accrual basis. If the Contractor's accounting records are not kept on that basis, the Contractor shall develop the necessary accrual information through analysis of pertinent documentation on hand.

The Contractor agrees to include in all subcontracts or other agreements for the purchase of goods and services a provision that the Contractor and its authorized agents shall have access to any books, documents, papers, and records of the subcontractor that are directly pertinent to that specific agreement.

The Contractor agrees to submit all reports specified by the State Agency accurately and on time.

7.22.1 Aging Monthly Report for Other Contractors (AMR-OC): By the twelfth (12th) day of the second (2nd) and each succeeding month of the Contract period, the Contractor shall submit a monthly financial and program report and cash request using the State Agency's Aging Monthly Report – Other Contractors (AMR-OC) along with other forms and reports established and required in accordance with instructions issued by the State Agency. If the twelfth (12th) is not a state business day, reports will be accepted on the next workday.

The Contractor shall submit an AMR-OC even if no reimbursement is requested. The data elements listed should be reported on a monthly basis that will allow for annual, non-duplicated totals and percentages.

7.22.2 Guardianship Quarterly Report: The Contractor shall submit by the fifteenth (15th) of October, January, April and July the information requested on the Guardianship Quarterly Report.

7.23 REIMBURSEMENT: Subject to availability of funds, the State Agency agrees to reimburse the Contractor for expenditures up to and not exceeding the maximum amount provided under any resulting Contract, as set forth in the Summary of Obligations.

Payment will be bound by the approved budget referenced in 7.15 above, as presented, which shall be strictly construed.

The State Agency reserves the right to disallow costs and/or withhold payment if the Contractor fails to comply with statutes, regulations, policies, procedures, or other directives applicable to any resulting Contract.

The State Agency reserves the right to modify or add reimbursement policies, as appropriate, to assure compliance with statutes, regulations, policies, procedures, or other directives applicable to any resulting Contract.

- 7.24 RENEWAL:** Any resulting Contract may be renewed by the State Agency upon written agreement of both parties for five (5) successive one (1) year periods, under the terms and conditions of any resulting Contract and at a reasonable time (approximately ninety [90] days prior to the expiration so long as there are available funds and the Contractor has complied with all the terms of the agreement and demonstrated effective operation consistent with its proposal as determined by the State Agency.

The Contractor will submit a budget for successive years funding ninety (90) days prior to the end of Contract period. The State Agency will review the budget and if necessary negotiate the budget amount.

- 7.25 SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire Contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

- 7.26 SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** Where it is practicable for any portion of the awarded Contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority owned), and type of product/service provided.

8.0 ATTACHMENT - BUDGET OUTLINE

Instructions:

1. The budget should be for a twelve (12) month period from July 1, 2006 through June 30, 2007. The State Agency anticipates making twelve (12) to fourteen (14) awards.

The amount to be awarded is Nine Hundred Eighteen Thousand (\$918,000.00) Dollars. Funds awarded must be expended during the award time period. There is no opportunity to carry funds over from one time period to the next.

2. Use the following categories and add line items as necessary under each category to fully identify planned expenditures.
3. Items listed under each category are for guidance only and may be changed to meet your program needs. Each applicant is encouraged to include funds for appropriate staff to participate in training sessions that may be required by the State Agency (not to exceed two (2) per Contract year).
4. Under Personnel, indicate the percentage of each staff person's time that will be charged to the Contract.
5. Use two columns throughout: one for Contract funds and one for client fees you expect to generate.
6. Provide a budget narrative that explains and justifies each line item.
7. Budget revisions of ten (10%) percent or more in any category must be requested in writing.

Virginia Public Guardian & Conservator Program

Agency: _____

BUDGET PERIOD	JULY 1, 2006 THRU JUNE 30, 2007	
Fund Type	Contract Funds	Client Fees
I. PERSONNEL		
Program Director		
Volunteer Coordinator		
Case Manager		
Other		
II. TRAVEL		
Mileage		
Overnight Food		
Overnight Lodging		
Other		
III. TRAINING & EDUCATION		
Facility Rental		
Food/Refreshments		
Training		
Materials/Handouts		
Brochures, Guidebooks, Other Printed Material		
Advertising and Promotions		
Other		
IV. SUPPLIES & EQUIPMENT		
Computer Hardware		
Computer Software		
Office Supplies		
Other		
V. OTHER		
Rent		
Phone		
Printing/Photocopying		
Other		

TOTAL		
Number of clients to be served		